

**ENCROACHMENT PROTECTION AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA
AND
THE STATE OF GEORGIA
AND
THE NATURE CONSERVANCY**

ARTICLE I – SCOPE, PURPOSE, AND AUTHORITY

Section 101. General.

a. In accordance with 10 U.S.C. § 2684a, this agreement, hereinafter the “Agreement,” is between the United States of America, acting by and through the Department of the Navy, hereinafter called the Navy, and the State of Georgia, acting by and through the State Properties Commission, hereinafter called the State, and The Nature Conservancy, a District of Columbia nonprofit corporation, acting by and through its Georgia chapter, hereinafter called TNC. Pursuant to Section 502 below, the Navy may allow additional entities to join in this Agreement. When referenced collectively, the State and TNC, and any additional entity that joins in the Agreement are hereinafter referred to as the Parties; when any one of these entities is referenced separately they are hereinafter referred to as a Party. The Navy and the Parties have entered into this Agreement to establish the terms and conditions applicable to the payment of Federal funds for acquisition by any Party of real estate interests in parcels of land located in the vicinity of Townsend Bombing Range (Range) as set forth in **Attachment A**.

b. 10 U.S.C. § 2684a (10 U.S.C. 2684a) authorizes the Navy to enter into encroachment protection agreements with eligible entities to address the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace for purposes of (1) limiting any development or use of the property that would be incompatible with the mission of the installation or (2) preserving habitat on the property in a manner that (i) is compatible with environmental requirements and (ii) may eliminate or relieve current or anticipated environmental restrictions that would or might otherwise restrict, impede, or otherwise interfere, whether directly or indirectly, with current or anticipated military training, testing, or operations. The State is authorized by O.C.G.A. § 50-16-38 to acquire interests in real property.

c. 10 U.S.C. 2684a states that an agreement with an eligible entity may provide for the management of natural resources on real property in which the Navy acquires any right, title or interest pursuant to such agreement, and for the payment by the Navy of all or a portion of the costs of such natural resources management if the Navy determines that there is a demonstrated need to preserve or restore habitat on such property. This encroachment protection agreement hereby authorizes such transactions and recognizes that a separate document or contract may be required to outline natural resource management procedures required to preserve or restore natural resources to include threatened and endangered species.

d. This Agreement supersedes the previous Agreement By and Between the U.S. and the State of Georgia signed and entered into on 23 April 2008.

~~Enclosure (2)~~

Section 102. Scope.

The scope of this Agreement includes all activities enumerated herein and in Attachment A.

ARTICLE II – OBLIGATIONS OF THE NAVY AND THE PARTIES

Section 201. General.

a. The Navy and each of the Parties intend to work together to limit development that is incompatible with the operations of Townsend Bombing Range and support conservation objectives around the Range by acquiring interests in certain real property located in the vicinity of the Range. This Agreement in no way restricts the Navy or the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. Whenever the terms of this Agreement provide for coordination and/or approval by the Navy and the Parties, the Navy and each Party agrees that it will not unreasonably withhold such coordination and/or approval. Any request for action by the Navy or a Party shall be considered and acted upon in a timely fashion.

Section 202. Obligations of the PARTIES.

a. Each Party shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this Agreement according to the terms, conditions, and specifications of this Agreement.

b. Subject to the availability of Federal, State and local governmental or private funds for the Agreement, the Parties shall provide sufficient funds to pay their share of the costs for the acquisition of property interests and related transactional costs within the scope of this Agreement.

Section 203. Obligations of the Navy.

a. The Navy shall exercise its best efforts to manage its projects within the scope of this Agreement according to the terms, conditions, and specifications of this Agreement.

b. The Navy shall provide sufficient funds to pay its share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV.

c. The obligations of Navy are subject to the availability of Federal funds for the Agreement. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, or other applicable Federal law.

Section 204. Acquisition Process.

a. The Navy and each Party will work cooperatively to identify properties of shared interest located within the vicinity of Townsend Bombing Range (see Attachment A).

b. The Navy and the Parties will make good faith efforts to obtain necessary approvals from their respective governing authorities for specific acquisition projects and funding. Any payment or obligation of funds is strictly subject to the availability of funds, and to the agreement of the Navy and the Party or Parties to the terms and conditions of any funding that may become available for use as described herein. Each Party may solicit, obtain, and apply for funds from Federal, State, and local governmental sources as well as private sources.

c. The Parties shall jointly develop the purchase agreement and the appropriate transfer document(s) for each property identifying the interests to be acquired by each Party. The State, TNC, or such other entity added to this Agreement as a Party, will be the entity to issue an offer to purchase the property interest from the landowner for such an amount and upon such conditions acceptable to the Navy and the Party, or Parties, as applicable per acquisition. Navy shall be the Grantee of an appropriate real property interest as agreed upon between Navy and the Party, or Parties, as applicable per acquisition.

d. All real property interest acquisitions shall be governed by separate agreements bearing such other terms and conditions as are acceptable to the Navy and the Party or Parties concerned.

e. Upon agreement by the Navy and the Parties as to a suitable property, the Navy and the acquiring Party (or Parties) shall work together to develop the appropriate deeds and/or easements (conveyance instruments) necessary for:

1. a Party to acquire the property interest from the landowner and satisfy its funders;

2. a Party to convey to the Navy an easement, or assignment thereof, as applicable to satisfy the Navy's mission in accordance with 10 USC 2684a, and;

3. a Party to acquire an interest in the property, where less than fee estate, that preserves and protects the conservation values of the property.

The Navy and the applicable Parties will circulate the proposed conveyance instruments between each other prior to sending acquisition document(s) to the landowner for review. The acquiring Party will work with the landowner to finalize the terms and conditions of the conveyance to the acquiring Party. Upon satisfactory completion of survey, title, other due diligence, and delivery by the Navy and/or the Parties to the closing attorney or escrow agent of sufficient funds to complete the purchase, the following actions will simultaneously take place: (1) one of the Parties will purchase fee simple, or lesser real property interest, by voluntary sale from the landowner(s) and (2) the acquiring Party will convey an easement (or other agreed upon interest) over the entire property, or portion thereof to the Navy in accordance with the

provisions of 10 U.S.C. 2684a. If Navy desires to accept an easement over only a portion of the property, it will notify the Party or Parties involved in the acquisition prior to the Party's entering into a purchase agreement with the landowner. Navy's easement (or other agreed upon interest) will run with the land in perpetuity and will include restrictions agreed upon by the Party or Parties involved in the acquisition.

f. The Navy and the Parties acknowledge and agree that there may be additional easements, restrictions, or notices of grant required by other funding agencies. The Navy and the Parties shall make good faith efforts to accommodate the requirements of all funders.

g. Navy will contribute to the acquiring Party the lesser of the following amounts:

1. fifty percent (50%) of the purchase price of the real estate interest being acquired by the acquiring Party (usually fee title), or;
2. fair market value of the interest (usually easement) being accepted by the Navy.

h. In the event that Navy contributes to an acquisition with multiple Parties, or if requested by the acquiring Party to contribute less than fifty percent (50%) of the purchase price, the Navy may contribute less than fifty percent (50%) of the purchase price of the real estate interest being purchased by the acquiring Party, as long as provisions of 10 U.S.C. 2684a remain satisfied.

i. Any payment made to a Party for natural resource management shall be separate from and shall not form the basis for acquisition cost share computations.

j. The acquiring Party agrees to disclose to the landowner the approved appraised fair market value of the property interest to be acquired as part of the offer to purchase. By exception, the acquiring Party does not need to disclose the appraised fair market value of the property if an unsolicited offer is already on the market or is made to the acquiring Party. In addition, the acquiring Party may encourage the landowner to investigate potential benefits (tax and otherwise) that may be realized if the landowner sells below the appraised fair market value. The Parties agree to disclose to the Navy all sales information and financial arrangements made with the landowners.

k. The easement, or assignment of easement, to be granted to the Navy must be in a form that is acceptable to the applicable Party and Navy and must comply with United States Department of Justice Title Standards.

Section 205. Additional Conditions.

a. Acquisition of any property interest under this Agreement must be with the voluntary consent of the landowner. Neither the Navy nor any Party shall use eminent domain, or the threat of eminent domain, to acquire land and/or interests under this Agreement.

b. Easement interests acquired under this Agreement must run with the land in perpetuity.

c. Landowners shall not be eligible for or provided relocation costs. Neither the Navy nor any Party is required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.), under this Agreement or under Georgia law.

d. The Navy and the Parties agree to obtain approval from each other before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 206. Real Estate Appraisals.

a. The Parties may provide the Navy an appraisal for any property being acquired. The appraisal may include the fair market value of the fee simple estate of the property unencumbered by any easement, and the fair market value of the easement or other mutually acceptable property interest acquired by the Navy. All appraisals, whether contracted by the Navy or a Party, shall conform to the Uniform Appraisal Standards for Federal Land Acquisitions.

b. The Navy may contribute to the cost of any such appraisal.

c. The Navy has no obligation under this agreement to perform any appraisals or to use the Parties appraisals but reserves the right to do so.

d. If the Navy performs an appraisal, the Navy may only provide the fee value component of any Navy appraisal contracted for by the Navy for the real property interest acquired by the Navy. Under no circumstances will the appraisal of the real property interest being acquired by the Navy in this case be shared with the other Parties. Any appraisal shared by the Navy with the Parties, the receiving Party will be required to execute a Non-Disclosure and Acknowledgement Agreement upon receiving a copy of any Navy appraisal. If the Parties cannot reach agreement based on the valuations conducted, then the Parties shall automatically terminate that particular acquisition. The State's receipt of any information from the Navy may be subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. (the "Act"), unless exempted therefrom. The Navy and the State hereby acknowledge (without estoppel) that the Navy asserts that, if a copy of any Navy appraisal is provided to the State, the Navy appraisal is exempt from disclosure under the Act pursuant to certain statutory exceptions, including without limitation O.C.G.A. § 50-18-72(a)(1) and (a)(6) or O.C.G.A. § 50-18-72(b)(1). The Navy acknowledges that the State is charged with determining whether a document is exempt from disclosure pursuant to the Act, subject only to judicial review. In the event the State or any of its representatives is requested (including without limitation by request to inspect records under the Act, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Navy appraisal, then the State shall provide the Navy with prompt oral and written notice of such request or requirement. In the event that the State determines it is legally compelled to produce all or part of any Navy appraisal in response to such a request, including without limitation a request to inspect records under the Act, then the State shall promptly so notify the Navy of its determination and provide the Navy with an

opportunity to respond to such determination or to seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, if the State is nonetheless, in the opinion of counsel, compelled to disclose all or part of any Navy appraisal to any tribunal or other person, the State may disclose, to the extent so required, such information to such tribunal or other person without liability. The State shall comply with any court order prohibiting disclosure during the pendency of any legal proceeding regarding the ultimate issue of disclosure.

Section 207. Land Surveys.

a. Upon mutual consent of the Navy and the Parties, a land survey may be acquired to determine the exact acreage and location of the property affected, to identify and locate existing encroachments and rights-of-way affecting the property acquisition(s), and to perform appraisal(s) and title work. The survey will be completed in accordance with State of Georgia land survey recordation requirements based on a scope of work satisfactory to the Navy, the Parties (as applicable per acquisition), and any of the funding bodies. The survey shall be sufficient to enable a title insurer to delete all standard exceptions to coverage under a title policy with respect to surveys. In each case, the Navy and the Parties will determine the best way to fund the survey.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area to be encumbered by the Navy's easement. The survey shall have a corresponding written/narrative legal description containing all metes and bounds reflected on the survey plat.

c. Navy requires any such survey drawing to be certified by the Georgia Public Land Surveyor who conducted the survey.

d. The Navy may contribute to the cost any such survey.

Section 208. Title Report, Insurance, and Defects.

a. The Navy and the Parties shall acquire, at their own expense, their own title insurance for their real property interest.

b. The Navy and the Parties shall order and review any title report of the property sufficiently in advance of the closing date (as identified in the purchase and sale agreement with the landowner) to permit the landowner reasonable time to cure any title defects. If the title report of the Navy or any Party reveals a defect in title, and the Navy or that Party is not willing to waive such defect in title, the landowner will be notified of such title defect(s). Upon notification, the landowner must cure, or cause to be cured, the title defect(s) to the satisfaction of the Navy or the acquiring Party at least ten (10) days in prior to the closing date.

c. If the landowner cannot cure, or cause to be cured, any such title defect(s) at least ten (10) days in prior to the closing date (or a longer period to which the Parties and the Navy agree) to the satisfaction of the Navy and the Parties, then the Navy or acquiring Party may terminate

the purchase and sale agreement which sets forth the proposed acquisition. However, if the Navy or Party wishes to continue with the acquisition, then the Navy or that Party is free to do so, but not pursuant to this Agreement.

d. If, in its negotiations with a landowner, an acquiring Party is unable to convince a landowner to accept the above conditions and time periods, the acquiring Party may agree to alternative provisions that have been approved by Navy.

Section 209. Closing Costs.

The Navy is solely responsible for its own costs, to include closing costs, acquisition cost, attorney's fees, document preparation, transfer and recording fees and expenses. The Parties are solely responsible for their own costs, to include closing costs, acquisition cost, attorney's fees, document preparation, transfer and recording fees and expenses. One Party may agree to reimburse another Party for closing costs and/or other expenses. Costs or expenses incurred by the Navy or a Party not provided for herein shall be borne by the entity incurring same and will not form a basis for claim, compensation or reimbursement. The Navy's funds for acquisition and closing costs shall be distributed to the Navy's escrow agent with the appropriate instructions for the Navy's funds to be distributed to the acquiring Party as necessary to purchase Navy's interest.

ARTICLE III - FUNDING

Section 301. Funding Limitation.

The NAVY will initially obligate three million dollars (\$3,000,000.00) toward acquiring real property interests in parcels generally identified in **Attachment A** of this Agreement upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by the Navy's designated escrow agent. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds.

Section 302. Limitation on the Availability of Navy Funds for Obligation.

Other than the use of funds for real property acquisitions, including related and allowed transactional costs, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement between the Navy and the Parties.

ARTICLE IV - PAYMENT

Section 401. Payment by the Navy

a. The Navy will acquire real property interests under this Agreement from escrow pursuant to Real Estate Contracting Officer (RECO) authorization.

b. The funds provided by the Navy are to be used solely by the Parties for purchase of real property interests pursuant to this Agreement.

c. If a Party is able to successfully negotiate the acquisition of a property shown on **Attachment A** to this Agreement that Party shall arrange for the closing not to occur until the Navy is in a position to supply proper funds and instructions to the Navy's escrow agent. The Navy shall use its best efforts to supply proper funds and instructions to the Navy's escrow agent within a timely manner to prevent any delay in arranging a closing with the landowner. However, a Party is free to acquire a property shown on **Attachment A** and hold it until such time as Navy is in a position to purchase its planned estate. In such event, that Party acknowledges that the Navy shall not be responsible for any costs of holding the property incurred as a result of its purchase before the Navy was prepared to close.

d. For each property where it has been agreed that the Navy is to purchase an interest, the acquiring Party will provide or instruct its closing attorney to provide to the RECO, or designated legal counsel at Naval Facilities Engineering Command (NAVFAC), Southeast, Jacksonville, Florida, required closing documents including but not limited to a closing statement for the property acquired.

Section 402. Direct Federal Payment of a Party's Obligations.

In no event shall the Navy make direct payment to a Party's contractor, employee, contractor employee or vender for any costs incurred by any Parties under this Agreement.

ARTICLE V – GENERAL PROVISIONS

Section 501. Term of Agreement.

Unless sooner terminated by its terms, this Agreement shall terminate five (5) years after the last date of execution of this Agreement.

Section 502. Modification.

This Agreement may be modified only by a written modification signed by the Navy and the Parties. However, the Navy may add additional funding to its escrow account with unilateral modifications.

Section 503. Successors and Assigns.

This Agreement may not be assigned by a Party without the express written consent of the other Parties and the Navy. All covenants made under this Agreement shall bind and inure to the

benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 504. Entire Agreement.

This Agreement, including **Attachment A**, forms the entire Agreement between the Navy and the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded by this Agreement.

Section 505. Severability.

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 506. Waiver of Breach.

If a Party waives enforcement of any provision of this Agreement upon any event of breach by the Navy or other Party, the waiver shall not automatically extend to any other or future events of breach.

Section 507. Administration.

Except as otherwise provided for under this Agreement, the RECO of NAVFAC, Southeast, shall have complete charge of the administration of this Agreement on behalf of Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 508. Notices.

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, by certified electronic mail, or by U.S. postal mail to the other Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt.

For State of Georgia:

Georgia Department of Natural Resources
Attention: Chief of Real Estate
2 Martin Luther King, Jr.
Suite 1454 East
Atlanta, Georgia 30334
Ph: (404) 656-5165
Fax: (404) 651-9329

For TNC:

The Nature Conservancy
Attention: Southern U.S. Region Attorney
1330 West Peachtree Street
Suite 410
Atlanta, Georgia 30309
Ph: (404) 253-7220
Fax: (404) 873-6984

For the NAVY:

NAVFAC Southeast
Attn: Real Estate Contracting Officer
Bldg. 903, Box 30
Jacksonville, Florida 32212
Ph: (904) 542-6726
Fax: (904) 542-6656

with copy to:

Commanding Officer
Marine Corps Air Station
P.O. Box 55001, Building 601
Beaufort, South Carolina 29904-5001
Ph: (843) 228-7558
Fax: (843) 228-6980

Section 509. Execution.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 510. Conflict of Interest.

The Navy and each Party shall ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 511. Access to the Retention of Records.

Each Party shall afford any authorized representative of the Navy, the Department of Defense, or Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within that Party's custody or control and that relate to its performance under this Agreement unless prohibited from release as a protected document under applicable statute or regulation. Navy shall afford any authorized representative of each Party

access to and the right to examine all Records that are within the Navy's custody or control and that relate to its performance under this Agreement unless prohibited from release as a protected document under applicable statute or regulation. The Navy and each Party shall retain all such records intact for at least three (3) years following termination of this Agreement.

Section 512. Change of Circumstances.

The Navy and each Party shall promptly notify each other of any change of circumstances, pending litigation, or any other event or condition that may adversely affect its ability to carry out obligations under this Agreement.

Section 513. Liability and Indemnity.

Nothing in this Agreement shall be construed as an indemnification by the Navy or any Party for liabilities of the Navy or a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by the Navy or a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be resolved according to applicable law.

Section 514. Termination.

This Agreement may be terminated by mutual consent of the signatories. The Navy or a Party may withdraw from this Agreement on its own by giving no less than sixty (60) days prior written notice to the other signatories of this Agreement.

ARTICLE VI – REPRESENTATIONS AND CERTIFICATIONS

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds, other than purchase or option agreements for real property interests. If a Party purchases a property interest without using federal funds, the provisions of Article VI are not required to be inserted in that Party's contracts.

Section 601. Applicable Law.

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States.

Section 602. Nondiscrimination.

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground

of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued thereunder;

b. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued thereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

Section 603. Lobbying.

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference herein.

Section 604. Drug-Free Work Place.

a. The Parties will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690), Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties will comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

ARTICLE VII- LEGAL AUTHORITY

Section 701. Legal Authority.

Neither the Navy nor any of the Parties is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Navy and the Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder fulfillment of obligations under this Agreement.

ARTICLE VIII – ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801. Enforcement.

The Navy and the Parties may take such actions to enforce the terms of this Agreement as authorized by law.

Section 802. Claims, Disputes Resolution and Appeals.

a. Any claim against the Navy made by a Party arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and documents or other evidence pertinent to the claim.

b. Claims shall be made within sixty (60) days after the basis of the claim is known or should have been known, whichever is earlier. It is a Party's duty to include in its claim all information needed to demonstrate the timeliness of claim submission.

c. Upon receipt of a claim, the RECO shall consult with his/her designated legal counsel and will provide a written decision denying or sustaining the claim, in whole or in part, which decision shall include the reason for the action, within sixty (60) days of the date of the receipt of a claim. Nothing in this section is intended to limit a Party's right to any remedy under the law or in equity.

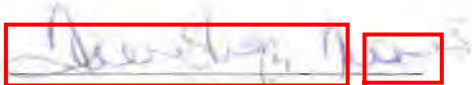
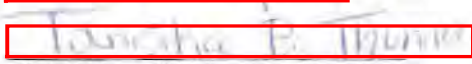
d. It is NAVY policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs and their attorneys are encouraged to use Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Any claim made by the Navy arising out of this Agreement shall be presented in writing to the relevant Party pursuant to the Notice provisions set forth in Section 508. The claim shall include the amount of monetary relief claimed or the nature of other relief requested, the basis for relief and documents or other evidence pertinent to the claim. Claims shall be made within sixty (60) days after the basis of the claim is known or should have been known, whichever is earlier. It is the Navy's duty to include in its claim all information needed to demonstrate the timeliness of claim submission. Upon receipt of a claim, the Party shall provide a written response within sixty (60) days of the date of the receipt of a claim. Any claim by the


Navy against a Party shall be governed by Federal law and by laws of the State of Georgia if applicable.

IN WITNESS WHEREOF, the Navy and the Parties execute this Agreement effective the last date signed below.


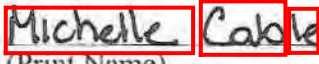
WITNESSES




(Print Name)

THE STATE OF GEORGIA

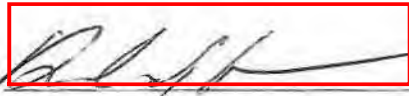

By: 
Name: Chris Clark
Title: Commissioner of Natural Resources
Date: 8/3/2009


THE NATURE CONSERVANCY



(Print Name)

By: 
Name: Michelle Cable
Title: State Director
Date: 8/3/2009

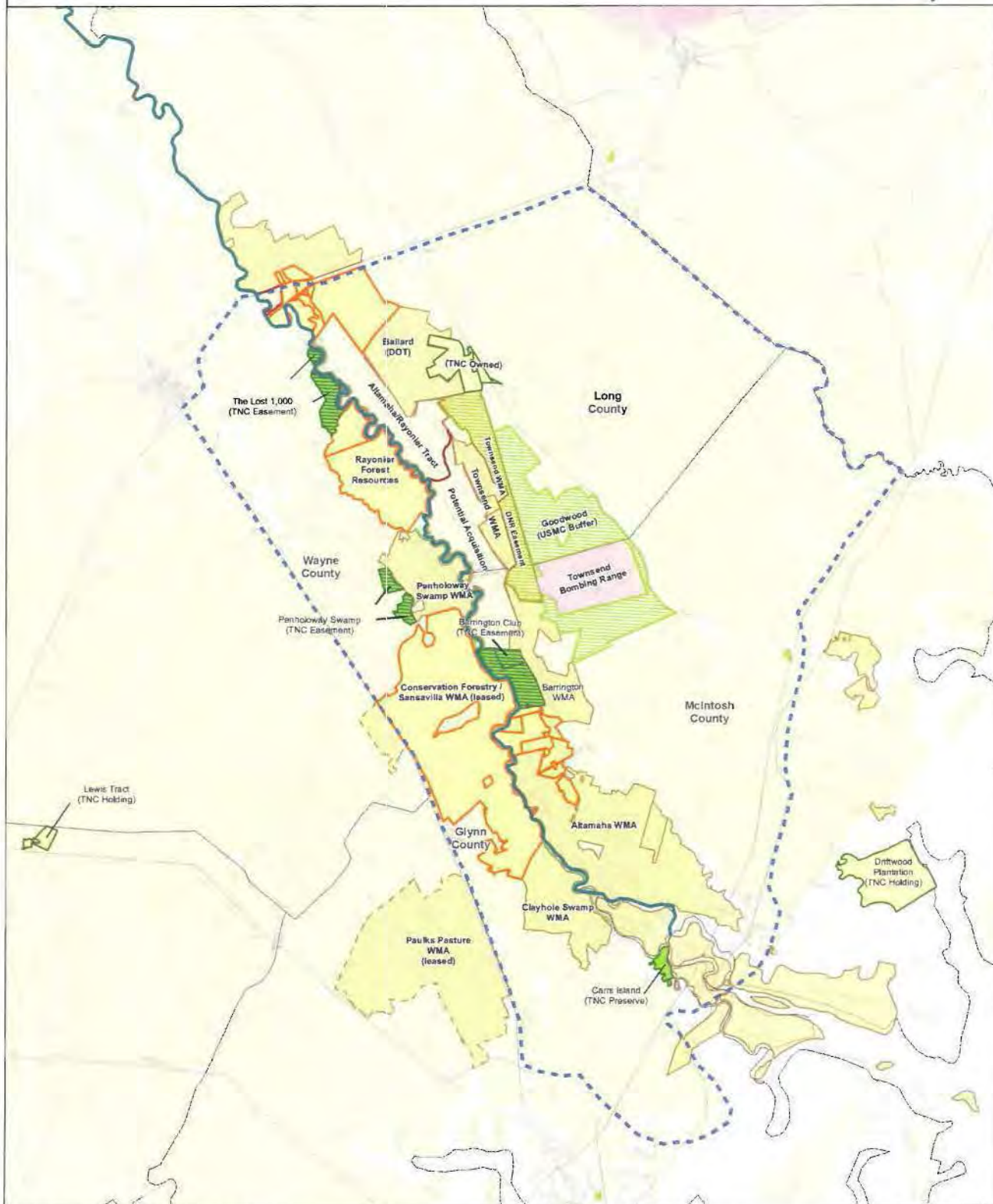
UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY



(Print Name)

By: 
Bob McDowell
Real Estate Contracting Officer
NAVFAC Southeast

Date: 29 Sep 09

The Nature Conservancy Altamaha River Conservation Area



Townsend Area Land Management

- Private (Altamaha/Rayonier Tract)
- TNC Preserve
- TNC Holding
- TNC Easement
- State - Owned
- State - Leased
- Federal - Military
- Easement

Parcels of Conservation Interest

- Proposed Buffer Acquisition Area
- Counties
- Altamaha River

Scale: 1:113,000
4 Miles

Map produced by Sara Gottlieb
GA-TNC Atlanta
June 2009

